

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

CAROLYN THAUBERGER,)	Case No.:
)	
Plaintiff,)	COMPLAINT FOR DAMAGES
)	
v.)	DEMAND FOR JURY TRIAL
)	
GUSAR, LLC and AMAZON.COM, INC.,)	
)	
Defendants.)	
)	
)	

Plaintiff, Carolyn Thauberger, by and through her undersigned counsel, brings this Complaint against Defendants Gusar, LLC and Amazon.com, Inc., and alleges as follows:

1. This is an action for damages arising out of the Defendants’ failures related to their design, development, testing, assembling, manufacturing, packaging, promoting, marketing, distribution, supplying, and/or selling of the defective and unreasonably dangerous tabletop fire pit at issue which was recalled by the United States Consumer Product Safety Commission on October 17, 2024.

PARTIES

2. Plaintiff Carolyn Thauberger (“Plaintiff”) is an adult resident and citizen of Dubuc, Saskatchewan, Canada and claims damages as set forth below.

3. Defendant Gusar, LLC (“Defendant Gusar”) is a Florida limited liability company with its principal place of business in Miami, Florida. Upon information and belief, Defendant Gusar, LLC has two members, Gustavo Pantin and Armando Colimodio, who are residents and citizens of Florida. Defendant Gusar is engaged in the business of researching, developing,

designing, licensing, manufacturing, distributing, supplying, selling, marketing, and introducing into interstate commerce, either directly or indirectly through third parties or related entities, tabletop fire pits, including the tabletop fire pit at issue.

4. Defendant Amazon.com, Inc. (“Defendant Amazon”) is a Delaware corporation with its principal place of business in Seattle, Washington. Defendant Amazon is registered to do business and is doing business in the State of Florida. Defendant Amazon is engaged in the business of selling, marketing, and introducing into interstate commerce, either directly or indirectly through third parties or related entities, tabletop fire pits, including the tabletop fire pit at issue.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over the parties pursuant to 28 U.S.C. § 1332(a)(1). Specifically, there is complete diversity of citizenship between Plaintiff and Defendants. The amount in controversy exceeds \$75,000.00, exclusive of interest and cost.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) by virtue of the facts that (a) a substantial part of the events or omissions giving rise to the claims occurred in this District and (b) Defendants’ products are produced, sold to, and consumed by individuals in the State of Florida, thereby subjecting Defendants to personal jurisdiction in this action and making them all “residents” of this judicial District under 28 U.S.C. § 1391(d).

7. Consistent with the Due Process Clause of the Fifth and Fourteenth Amendments, this Court has *in personam* jurisdiction over Defendants because Defendants are present in the State of Florida, such that requiring an appearance does not offend traditional notions of fair and substantial justice.

FACTUAL ALLEGATIONS

8. On December 7, 2021, Anna Thauberger, the daughter of Plaintiff, purchased Defendant Gusar’s rectangle tabletop fire pit (“Fire Pit”) from Defendant Amazon’s website.

9. The Fire Pit is listed on Defendant Amazon’s website as a “Colsen” product, but the User Instruction Card on Colsen’s website (“User Instruction Card”) also identifies “Gusar, LLC.”

10. Defendant Gusar advertises their tabletop fire pits, which are designed for indoor and outdoor use, as “Smokeless & Odorless,” “Easy to use,” and “Safe around anyone. (adults & children).”¹

11. Defendant Gusar assures Fire Pit users “Follow our guidelines for 100% safety.”²

12. Upon information and belief, at the time Anna Thauberger purchased the Fire Pit, Defendant Gusar promised and promoted that their fire pits “[p]roduce[] barely any smoke and [z]ero odor” and are “[e]asy to light with Isopropyl alcohol and a kitchen lighter”³

¹ See Exhibit A – Colsen Fire Pits’ website on December 7, 2021, accessed through the Way Back archive website available at <https://web.archive.org/web/20211207092047/https://colsenfirepits.com/> (accessed February 12, 2025).

² *Id.*

³ *Id.*

13. Defendant Gusar recommended that Fire Pit users use “FIRST AID AND ANTISEPTIC” Isopropyl Alcohol.⁴



Clean Burning Fuel (No Toxins)

Our Fire Pit was designed to use Only 70%, 91% Iso-propyl alcohol as fuel. Isopropyl alcohol is an affordable fuel that will only produce water vapor and carbon dioxide when burned, no toxins will be generated while burning.

14. Upon information and belief, at the time Anna Thauberger purchased the Fire Pit, Defendant Gusar recommended on their website to use Isopropyl alcohol and that “the higher the percentage of alcohol, the better the alcohol will burn.”⁵

15. On or around September 29, 2024, Plaintiff visited Anna Thauberger and her husband, Matthew Carrell, at their home at 1920 East Chenango, Cherry Hills Village, Colorado.

16. On September 29, 2024, Plaintiff, Anna Thauberger, and Matthew Carrell, decided to enjoy the purchased Fire Pit in their porch, outside their home.

⁴ *Id.*

⁵ See Exhibit B – “Alcohol as a Fuel Source,” Colsen Fire Pits’ website on December 7, 2021, accessed through the Way Back archive website, available at <https://web.archive.org/web/20211207094843/https://colsenfirepits.com/pages/alcohol-as-a-fuel-source-v02> (accessed February 12, 2025).

17. Anna Thauberger lit the Fire Pit using a bottle of Isopropyl alcohol, as recommended by Defendants. The Fire Pit burned for a period of time, until it appeared as though the flame had dissipated. After waiting a reasonable period of time, Anna Thauberger went to re-light the Fire Pit with the same fuel. Plaintiff was near the Fire Pit at that time when felt a “whoosh” and became engulfed in flames.

18. Plaintiff was rushed to the hospital and was hospitalized, undergoing multiple surgeries.

19. Plaintiff suffered injuries including, but not limited to, third degree burns on her hands and legs and second degree burns on her face, among other injuries.

20. Plaintiff continues to suffer from injuries caused by the Fire Pit and has significant and permanent scarring and disfigurement. Plaintiff suffers from constant inflammation, suffers from constant pain, and will require ongoing medical treatment, including additional surgeries.

21. Plaintiff was the victim of a phenomenon known as “flame-jetting” because she was burned while the Fire Pit was being re-fueled with Isopropyl alcohol.

22. Flame-jetting can occur during the refueling of an appliance when that appliance is not fully extinguished, and the flame is not readily visible.

23. The United States Consumer Product Safety Commission (“CPSC”) defines “flame-jetting” as follows: “[f]lame jetting is a phenomenon where an external ignition source – such as an open flame – causes a sudden ignition of fuel within a container and forcefully expels burning vapor and liquid from the mouth of the container, resulting in a blowtorch-like effect,”⁶ and can cause nearby flammable objects to catch fire.

⁶ See Exhibit C – United States Consumer Product Safety Commissions, “CPSC Requires Lifesaving Flame Mitigation Devices on Gas Cans and Other Portable Fuel Containers” (January 17, 2023), available at <https://www.cpsc.gov/Newsroom/News-Releases/2023/CPSC-Requires->

24. According to Health Canada, a flame-jetting occurrence is unexpected and occurs in a fraction of a second, making it impossible for the user and/or bystander to react quickly enough to move away from a flame jet, resulting in serious injuries and even fatalities.⁷

25. As early as 2019, Health Canada began collaborating with the CPSC to set safety standards to address flame-jetting, specifically safety standards related to fire pits and mitigation devices on disposable fuel containers.⁸ A “flame arrestor” is an important and necessary mitigation device. The very purpose of a flame arrestor is to prevent flame-jetting.

26. Flame arrestors resemble a screen that is built into a container’s opening, allowing liquid to flow out while at the same time reducing the chance that a flame can travel into and/or near the container and cause flame-jetting.⁹

27. Below are photographic examples of common flame arrestors used on different flammable liquid bottles:



[Lifesaving-Flame-Mitigation-Devices-on-Gas-Cans-and-Other-Portable-Fuel-Containers](#) (accessed February 12, 2025).

⁷ See Exhibit D – Government of Canada, “Health Canada warns Canadians of health and safety risks of certain containers of pourable alcohol-based fuels and certain firepots that use pourable fuels” (Oct. 9, 2019), available at <https://recalls-rappels.canada.ca/en/alert-recall/health-canada-warns-canadians-health-and-safety-risks-certain-containers-pourable> (accessed February 12, 2025).

⁸ *Id.*

⁹ *Id.*

28. By at least 2019, it was known in the industry that fuel containers without flame arrestors should not be utilized to refuel fire pits.¹⁰ It was also known that Isopropyl alcohol is rubbing alcohol and, due to its standard uses, “rubbing alcohol containers typically do not have a flame arrestor.”¹¹

29. Despite this knowledge, Defendant Gusar recommended that Isopropyl alcohol is a “good candidate[] for use as a fuel source” for its tabletop fire pits: “Isopropyl alcohol (rubbing alcohol) is an acceptable cooking fuel.”¹²

30. Upon information and belief, the User Instruction Card that accompanied the Fire Pit provided to Anna Thauberger and Matthew Carrell is identical to or substantially similar to the one posted on Colsen Fire Pits’ website at or around the time of purchase.¹³ The User Instruction Card provides:

¹⁰ *Id.*

¹¹ See Exhibit E – Government of Canada, “Health Canada warns against using rubbing alcohol products to fuel firepots – this can result in serious burn injuries” (last updated Dec. 21, 2023), available at <https://recalls-rappels.canada.ca/en/alert-recall/health-canada-warns-against-using-rubbing-alcohol-products-fuel-firepots-can-result> (accessed February 12, 2025).

¹² See Exhibit B – “Alcohol as a Fuel Source,” Colsen Fire Pits’ website on December 7, 2021, accessed through the Way Back archive website, available at , available at <https://web.archive.org/web/20211207094843/https://colsenfirepits.com/pages/alcohol-as-a-fuel-source-v02> (accessed February 12, 2025).

¹³ See Exhibit F – User Instructions, Colsen Fire Pits website on October 28, 2021, accessed through the Way Back archive website, available at <https://web.archive.org/web/20211028044316/https://colsenfirepits.com/pages/instructions-translated> (accessed February 12, 2025).

ANYTHING FIRE RELATED MUST COME WITH INSTRUCTIONS. THESE ARE OURS.

Colsen's fire pit is safe to burn indoors and outdoors. • Isopropyl alcohol burns clean and will not put soot on your ceiling. • When properly ventilated, no carbon monoxide will be generated. • Create the perfect environment with fire anytime & anywhere. • Experience near 40+ minutes of real fire time. • Use Isopropyl alcohol at 70% or 91%. • A perfect and safe accessory to make s'mores, use it on your cheese board and much more. • Add essential oils to the top (not inside burner) and create a perfect environment. • Add citronella oil to avoid unwanted bugs. Mix half and half both citronella and alcohol.

THE WARNINGS

Safety should be a priority when operating the fire pit.

Remember fire pit fuel is highly flammable and extremely dangerous if not handled according to instructions. Be sure to read these safety instructions prior to operating the fire pit.

- Fire pit must be used strictly on horizontal and flat surface.
- Use 70% or 91% isopropyl alcohol as fuel. Never fill the reservoir higher than 1" inch from the edge.
- Flame follows fuel; spilled fuel should be cleaned with a dry paper towel or a rag before lighting.

THE WARNINGS

- Use only an extended lighter or long match to ignite.
- Never refill, move or touch the fire pit while burning or when it is still hot.
- Cover to extinguish out. Do not attempt to blow out.
- If lit fuel spills, suffocate to extinguish or spray with a fire extinguisher.
- The fire pit should never be activated, handled, or filled by minors.
- Never leave a burning fire pit unattended.

THE WARNINGS

- Keep children and pets at a safe distance and under adult supervision.
- Keep flammable objects at least 3 feet away from fire pit while lit or hot.
- Do not burn longer than 1.5 hours at a time without letting the fire pit cool to the touch.
- Fuel should be stored in a dry, cool place at least 5 feet from fire pit.
- Always confirm bottles are tightly sealed, keep out of reach of children.

THE WARNINGS

- Do not open fuel container next to open fire.
- Do not leave unlit fuel in burn chamber. Flame can be snuffed out but fuel must then be emptied.

Discontinue use and contact immediately for a replacement if cracks appear or fuel or flame show on the outside of the unit. Neither Gusar llc nor any retailer assumes liability for injuries or damages resulting from the use of the fire pit. gusartrading@gmail.com



- www.colsenfirepits.com
- Find us on Amazon
- Colsen FIRE PIT
- @ColsenFirePit

31. The User Instruction Card does not mention the terms “flame-jetting” or “flame arrestor,” does not warn of the risk of flame-jetting when refueling the Fire Pit, does not describe flame-jetting or its severe and potentially fatal consequences, and does not warn that most Isopropyl alcohol containers do not have flame arrestors and thus their use with the Fire Pit produces a substantial risk of flame-jetting.

32. The User Instruction Card neither instructs nor warns that fuel, including Isopropyl alcohol, should only be poured from containers or canisters with flame arrestors.

33. The User Instruction Card does not warn that because Isopropyl alcohol produces flames that may not be readily visible, it is hard or impossible to see if a flame is fully extinguished, which increases the risk of flame-jetting.

34. On December 7, 2021, Defendant Gusar knew or should have known of the risks of flame-jetting and that isopropyl alcohol can burn invisibly.

35. On December 7, 2021, Defendant Amazon knew or should have known of the risks of flame-jetting and that isopropyl alcohol can burn invisibly.

36. In addition to the likely occurrence of flame-jetting, the Fire Pit is prone to cracking, causing fuel to dangerously leak out of the fire pit and allowing flames to extend beyond the boundaries of the Fire Pit.

37. Despite knowing that the fire pits are prone to cracking, the User Instruction Card does not adequately warn of the fire risk due to cracks in the Fire Pit.

38. On October 17, 2024, the United States Consumer Product Safety Commission issues a recall of 89,500 Colsen-branded fire pits including the Fire Pit at issue and warned “Alcohol flames can be invisible and lead to flame jetting when refilling the fire pit reservoir. Flame jetting is a serious event that can occur while pouring alcohol, when fire flashes back to the

alcohol container and suddenly propels burning alcohol out of the container and onto people nearby. . . . Use of the recalled fire pits can lead to injury quickly and unexpectedly, causing burns in less than one second, that can be serious and deadly.”¹⁴

39. On December 19, 2024, the United States Consumer Product Safety Commission issued an alert warning consumers explaining “Fire pits that require consumers to pour isopropyl (rubbing) alcohol or other liquid fuel into an open container or bowl and then ignite the pooled liquid in the same location it was poured violate the requirements in voluntary safety standard ASTM F3363-19.” The alert further stated that: “These fire pits are extremely dangerous and have been associated with two deaths and at least 60 injuries since 2019. This CPSC consumer alert follows the agency’s recent warning to stop using FLIKRFIRE Tabletop Fireplaces and the recall of Colsen-branded tabletop fire pits.”¹⁵

COUNT I
NEGLIGENT DESIGN
(Against Defendants Gusar and Amazon)

40. Plaintiff incorporates Paragraphs 1–39 as if fully set out herein.

41. Defendant Gusar as the designer, manufacturer, seller, distributor, and/or supplier of the Fire Pit, owed a duty to the consuming public in general, including foreseeable users and bystanders such as Plaintiff, to exercise reasonable care in designing tabletop fire pits, including the Fire Pit.

¹⁴ Exhibit G - United States Consumer Product Safety Commission – “Colsen Recalls Fire Pits Due to Risk of Serious Burn Injury from Flame Jetting and Fire Spreading Hazards” – Available at <https://www.cpsc.gov/Recalls/2025/Colsen-Recalls-Fire-Pits-Due-to-Risk-of-Serious-Burn-Injury-from-Flame-Jetting-and-Fire-Spreading-Hazards>

¹⁵ Exhibit H - United States Consumer Product Safety Commission – “Stop Using Alcohol or Other Liquid-Burning Fire Pits That Violate Voluntary Standards and Present Flame Jetting and Fire Hazards” – Available at <https://www.cpsc.gov/Warnings/2025/Consumer-Alert-Stop-Using-Alcohol-or-Other-Liquid-Burning-Fire-Pits-That-Violate-Voluntary-Standards-and-Present-Flame-Jetting-and-Fire-Hazards-Two-Deaths-and-Dozens-of-Serious-Burn-Injuries-Reported>

42. Defendant Amazon, as the seller, distributor, and/or supplier of the Fire Pit, owed a duty to the consuming public in general, including foreseeable users and/or bystanders, such as Plaintiff, to sell, distribute, and/or supply safe and reasonably designed tabletop fire pits, including the Fire Pit.

43. At all times relevant, Defendants knew, or reasonably should have known, of the Fire Pit's risks and dangers of overheating, flame jetting, and other instances of injury caused by ignited fuel.

44. At all times relevant, Defendants knew, or reasonably should have known, that users refuel its tabletop fire pits, including the Fire Pit, once it appears the fire has dissipated but when the fire may not be completely extinguished. This scenario greatly increases the risk of flame-jetting if the fire pit is refueled at that time.

45. At all times relevant, Defendants knew, or reasonably should have known, that a "smokeless" and "odorless" Fire Pit causes a reasonable user to be unaware that the fire is still burning and increases the risk that a reasonable user will re-fuel in unsafe conditions, which, in turn, increases the risk of flame-jetting and/or explosion.

46. At all times relevant, Defendants knew, or reasonably should have known, of the dangers of refueling a fire pit from fuel canisters without flame arrestors or without some other mechanism to eliminate the risk of flame-jetting and/or explosion.

47. At all times relevant, Defendants knew, or reasonably should have known, that one of its recommended fuels—Isopropyl alcohol—is typically sold in containers that do not have flame arrestors, increasing the risk of flame-jetting and/or explosion.

48. At all times relevant, Defendants knew, or reasonably should have known, that designing, manufacturing, selling, distributing, and/or supplying a tabletop fire pit, including the

Fire Pit, without some mechanism to eliminate the risk of flame-jetting and/or explosion is dangerous and can lead to flame-jetting, burning bystanders and users. Despite this knowledge, Defendants did nothing to alter the design of its tabletop fire pits, including the Fire Pit, to make them safer to users and bystanders, including Plaintiff, and in fact recommended using Isopropyl alcohol as fuel, despite that most Isopropyl alcohol containers do not have a flame arrestor. Defendants knew, or reasonably should have known that their Fire Pit should have, at a minimum, been sold with a flame arrestor particularly in light of the recommendation to utilize Isopropyl alcohol as a refueling source.

49. At all times relevant, Defendants knew, or reasonably should have known, that the Fire Pit is prone to cracking, causing fuel to dangerously leak or seep out of the Fire Pit and risking a widespread fire that could severely injure users and bystanders, including Plaintiff.

50. Defendants negligently designed, manufactured, sold, distributed, and/or supplied the Fire Pit, thereby breaching its duties to the public and introducing a defective product into the stream of commerce that ultimately injured Plaintiff, in the following ways, by:

- a. Choosing not to use the reasonable care a reasonable designer, manufacturer, seller, distributor, and/or supplier would use when designing, manufacturing, selling, distributing, and/or supplying the Fire Pit;
- b. Choosing to design, manufacture, sell, distribute, and/or supply the Fire Pit with an unsafe combustion source;
- c. Choosing to design, manufacture, sell, distribute, and/or supply the Fire Pit without safety features to prevent against flame-jetting or explosions during re-fueling;
- d. Choosing to design, manufacture, sell, distribute, and/or supply the Fire Pit as “smokeless” and “odorless,” which causes a reasonable user to be unaware that the fire is still burning and increases the risk that a reasonable user will re-fuel in unsafe conditions;
- e. Choosing to design, manufacture, sell, distribute, and/or supply the Fire Pit that is prone to cracking, allowing flames to dangerously escape the Fire Pit;

- f. Choosing to design, manufacture, sell, distribute, and/or supply the Fire Pit that is intended to be used with Isopropyl alcohol;
- g. Choosing to design, manufacture, sell, distribute, and/or supply the Fire Pit to be used with alcohol that is sold without flame arrestors or other defensive mechanisms that prevent flame-jetting; and
- h. Choosing to design the Fire Pit without a flame arrestor or a refueling canister that contained a flame arrestor.

51. In addition, although Defendants knew, or reasonably should have known, at the time of production that its tabletop fire pits, including the Fire Pit, have an unreasonably dangerous risk of flame-jetting and cracking causing serious injury, Defendants failed to act in a reasonably prudent manner and breached their duty by failing to perform the necessary process of data collection, inspection, detection, assessment, monitoring, prevention, and reporting or disclosure of adverse outcomes of individuals who use its tabletop fire pits, including the Fire Pit.

52. At all times relevant to this action, Plaintiff, including Anna Thauberger and Matthew Carrell used the Fire Pit in its intended manner and for its intended purpose and in a manner that was reasonably foreseeable to Defendants.

53. Defendants' negligence in the design of the Fire Pit was the direct and proximate cause of Plaintiff's severe burns and injuries.

54. As a direct and proximate result of the tortious conduct described herein, Plaintiff seeks to recover the damages identified below.

COUNT II
NEGLIGENT MANUFACTURING
(Against Defendants Gusar and Amazon)

55. Plaintiff incorporates Paragraphs 1–39 as if fully set out herein.

56. Defendant Gusar, as the designer, manufacturer, seller, distributor, and/or supplier of the Fire Pit, owed a duty to the consuming public in general, including foreseeable users and

bystanders, such as Plaintiff, to exercise reasonable care in manufacturing tabletop fire pits, including the Fire Pit.

57. Defendant Amazon, as the seller, distributor, and/or supplier of the Fire Pit, owed a duty to the consuming public in general, including foreseeable users and bystanders, such as Plaintiff, to sell, distribute, and/or supply fire pits, including the Fire Pit, that were manufactured with reasonable care.

58. At all times relevant, Defendants knew, or reasonably should have known, of the Fire Pit's risks and dangers of overheating, flame jetting, and other instances of injury caused by ignited fuel.

59. At all times relevant, Defendants knew, or reasonably should have known, that the Fire Pit is prone to cracking, causing fuel to dangerously leak or seep out of the Fire Pit and risking a widespread fire that could severely injure users and bystanders, including Plaintiff.

60. The Fire Pit contained a manufacturing defect when it left Defendants' possession, and thus Defendants introduced a defective product into the stream of commerce that ultimately injured Plaintiff. The Fire Pit differed from Defendants' intended design and/or from other ostensibly identical units of the same product line.

61. Upon information and belief, the Fire Pit that caused Plaintiff's injuries varied from its intended specifications in one or more of, but not limited to, the following ways:

- a. The Fire Pit was manufactured, sold, distributed, and supplied with one or more cracks;
- b. The Fire Pit was manufactured, sold, distributed, and supplied with subpar material that is prone to cracking or leaking;
- c. The Fire Pit was manufactured, sold, distributed, and supplied without a safety inspection or testing; and
- d. The Fire Pit was manufactured, sold, distributed, and supplied in a condition which prohibited Plaintiff, including Anna Thauberger, and

Matthew Carrell, from seeing and/or appreciating that the fire had not been completely extinguished.

62. Defendants' Fire Pit was defectively manufactured because:

- a. Defendants failed to use reasonable care—what other manufacturers, sellers, distributors, and suppliers would use under like circumstances—in manufacturing, selling, distributing, and supplying the Fire Pit;
- b. Defendants did not ensure that the Fire Pit was manufactured, sold, distributed, and supplied without cracks, which a reasonably careful manufacturer, seller, distributor, and supplier would have done under like circumstances;
- c. Defendants did not ensure that the Fire Pit was manufactured, sold, distributed, and supplied with a material that prevented cracking or leaking, which a reasonably careful manufacturer, seller, distributor, and supplier would have done under like circumstances;
- d. Defendants did not conduct a safety inspection or conduct testing to ensure that the Fire Pit was manufactured, sold, distributed, and supplied in the manner intended, which a reasonably careful manufacturer, seller, distributor, and supplier would have done under like circumstances; and
- e. As a result, the Fire Pit had a defect.

63. In addition, although Defendants knew, or reasonably should have known, at the time of production that its tabletop fire pits, including the Fire Pit, have an unreasonably dangerous risk of flame-jetting and cracking causing serious injury, Defendants failed to act in a reasonably prudent manner and breached its duty by failing to perform the necessary process of data collection, inspection, detection, assessment, monitoring, prevention, and reporting or disclosure of adverse outcomes of individuals who use its tabletop fire pits, including the Fire Pit.

64. At all times relevant to this action, Plaintiff, including Anna Thauberger and Matthew Carrell used the Fire Pit in its intended manner and for its intended purpose and in a manner that was reasonably foreseeable to Defendants.

65. Defendants' negligence in the manufacturing of the Fire Pit, was the direct and proximate cause of Plaintiff's severe burns and Plaintiff's injuries, i.e., the manufacturing defect

caused Plaintiff to be a victim of flame-jetting and/or an explosion due to leaked fuel and caused her severe burns and injuries.

66. As a direct and proximate result of the tortious conduct described herein, Plaintiff seeks to recover the damages identified below.

**COUNT III
NEGLIGENT FAILURE TO WARN
(Against Defendants Gusar and Amazon)**

67. Plaintiff incorporates Paragraphs 1–39 as if fully set out herein.

68. Defendant Gusar, as the designer, manufacturer, seller, distributor, and/or supplier of the Fire Pit, owed a duty to foreseeable users and bystanders, including Plaintiff, to warn about the dangers of the Fire Pit, because Defendants either knew, or should have known, of these risks at the time it designed, manufactured, marketed, distributed, supplied, and/or sold the Fire Pit.

69. Defendant Amazon, as the seller, distributor, and/or supplier of the Fire Pit, owed a duty to foreseeable users and bystanders, such as Plaintiff, to warn about the dangers of the Fire Pit, because Defendant either knew, or should have known, of these risks at the time it marketed, distributed, supplied, and/or sold the Fire Pit.

70. Defendants’ duty to warn is part of its general duty to design, manufacture, market, distribute, supply, and sell products that are reasonably safe for their foreseeable uses.

71. At all times relevant, Defendants knew, or reasonably should have known, of the Fire Pit’s risks and dangers of overheating, flame jetting, and other instances of injury caused by ignited fuel.

72. At all times relevant, Defendants knew, or reasonably should have known, that users refuel its tabletop fire pits, including the Fire Pit, once it appears the fire has dissipated but

when the fire may not be completely extinguished. This scenario greatly increases the risk of flame-jetting if the fire pit is refueled at that time.

73. At all times relevant, Defendants knew, or reasonably should have known, that a “smokeless” and “odorless” Fire Pit causes a reasonable user to be unaware that the fire is still burning and increases the risk that a reasonable user will re-fuel in unsafe conditions, which, in turn, increases the risk of flame-jetting and/or explosion.

74. At all times relevant, Defendants knew, or reasonably should have known, of the dangers of refueling a fire pit from fuel canisters without flame arrestors or without some other mechanism to eliminate the risk of flame-jetting and/or explosion.

75. At all times relevant, Defendants knew, or reasonably should have known, that one of its recommended fuels—Isopropyl alcohol—is typically sold in containers that do not have flame arrestors, increasing the risk of flame-jetting and/or explosion. Defendants failed to warn consumers and bystanders, including Plaintiff, Anna Thauberger and Matthew Carrell, that it was extremely dangerous to utilize Isopropyl alcohol as a refueling source without a flame arrestor.

76. At all times relevant, Defendants knew, or reasonably should have known, that designing, manufacturing, selling, distributing, and/or supplying a tabletop fire pit, including the Fire Pit, without some mechanism to eliminate the risk of flame-jetting and/or explosion is dangerous and can lead to flame-jetting, burning bystanders and users.

77. At all times relevant, Defendants knew, or reasonably should have known, that the Fire Pit is prone to cracking, causing fuel to dangerously leak or seep out of the Fire Pit and risking a widespread fire that could severely injure users and bystanders, including Plaintiff.

78. In designing, manufacturing, marketing, selling, distributing, and/or supplying the Fire Pit, Defendants had a duty to adequately warn of the foreseeable and particular risks of harm

of the Fire Pit which Defendants knew or should have known are involved in the reasonably foreseeable uses of the Fire Pit, including but not limited to:

- a. the increased risk of flame-jetting when refueling the Fire Pit;
- b. what flame-jetting is;
- c. that flame-jetting can cause serious burns and even death to those in the vicinity of the Fire Pit;
- d. how flame-jetting can occur when refueling the Fire Pit, which is designed to be
 - i. smokeless and odorless; and
 - ii. and used with Isopropyl alcohol, which can produce an invisible flame, making it difficult to determine when a fire is extinguished, and is most often sold in containers without a flame arrestor;
- e. the need to utilize a flame arrestor on any canister containing fuel, including specifically Isopropyl alcohol; and
- f. that the Fire Pit is prone to cracking, causing fuel to dangerously leak or seep out of the Fire Pit and risking a widespread fire that could severely injure users and/or bystanders.

79. Despite this duty, Defendants failed to adequately warn of the risks posed by the Fire Pit, which a reasonably careful designer, manufacturer, seller, distributor, and/or supplier would do under like circumstances, making the product unreasonably dangerous, by:

- a. Choosing not to warn of the foreseeable risks of harm from the Fire Pit, as set forth in the preceding paragraph; and
- b. Choosing not to provide adequate instructions or warnings with the Fire Pit to reduce or avoid those risks, such as by instructing or warning that only fuel in containers with flame arrestors should be used with the Fire Pit and that because Isopropyl alcohol produces flames that may not be readily visible, it is hard or impossible to see if a flame is fully extinguished.

80. The User Instruction Card that accompanied the Fire Pit recommended using Isopropyl alcohol, did not warn of the risk of flame-jetting when refueling the Fire Pit, did not

describe or define flame-jetting, did not instruct that only fuel in containers with flame arrestors should be used with the Fire Pit to prevent flame jetting, did not warn that it is hard or impossible to see if a flame is fully extinguished when Isopropyl alcohol is used because Isopropyl alcohol produces flames that may not be readily visible, and did not describe the serious and often fatal consequences of flame-jetting.

81. Neither did the User Instruction Card adequately warn of the fire risk due to cracks in the Fire Pit, which causes the fuel to dangerously leak or seep out of the Fire Pit and risks a widespread fire that could severely injure users and/or bystanders, including Plaintiff.

82. Had Plaintiff, Matthew Carrell and Anna Thauberger known of the extreme risks, Plaintiff, Matthew Carrell and Anna Thauberger would not have taken the same actions they did the night Plaintiff was burned. In other words, had Defendants provided adequate instructions or warnings regarding the foreseeable risks of harm (including, but not limited to, the risk of flame-jetting and/or explosion) associated with refueling the Fire Pit or being in the vicinity of the Fire Pit while it was being refueled or the risk of harm due to cracking, the harm to Plaintiff could have been reduced or avoided.

83. The Fire Pit was defective because it was unreasonably and defectively dangerous at the time the product left Defendants' control due to inadequate warnings, labeling, and/or instructions accompanying the Fire Pit.

84. At all times relevant to this action, Plaintiff, Matthew Carrell and Anna Thauberger used the Fire Pit in its intended manner and for its intended purpose and in a manner that was reasonably foreseeable to Defendants.

85. Defendants' negligence in failing to adequately warn the public and purchasers about the foreseeable risks associated with the Fire Pit directly and proximately caused Plaintiff's severe burns and injuries.

86. As a direct and proximate result of the tortious conduct described herein, Plaintiff seeks to recover the damages identified below.

**COUNT IV
STRICT LIABILITY -- DESIGN DEFECT
(Against Defendants Gusar and Amazon)**

87. Plaintiff incorporates Paragraphs 1–39 as if fully set out herein.

88. Defendant Gusar, as the designer, manufacturer, seller, distributor, and/or supplier of the Fire Pit, owed a duty to foreseeable users and bystanders, including Plaintiff, to design reasonably safe tabletop fire pits, including the Fire Pit.

89. Defendant Amazon, as the seller, distributor, and/or supplier of the Fire Pit, owed a duty to foreseeable users and bystanders, including Plaintiff, to sell, distribute, and/or supply safe and reasonably designed tabletop fire pits, including the Fire Pit.

90. At all times relevant, Defendants knew, or reasonably should have known, of the Fire Pit's risks and dangers of overheating, flame jetting, and other instances of injury caused by ignited fuel.

91. At all times relevant, Defendants knew, or reasonably should have known, that the Fire Pit would be used in the reasonable manner that Plaintiff, Anna Thauberger and Matthew Carrell used it as described above.

92. At all times relevant, Defendants knew, or reasonably should have known, that users refuel their tabletop fire pits, including the Fire Pit, once it appears the fire has dissipated but when the fire may not be completely extinguished. This scenario greatly increases the risk of flame-jetting if the fire pit is refueled at that time.

93. At all times relevant, Defendants knew, or reasonably should have known, that refueling a “smokeless” and “odorless” fire pit, including the Fire Pit, is dangerous and can lead to flame-jetting, burning bystanders and users.

94. At all times relevant, Defendants knew, or reasonably should have known, of the dangers of refueling a fire pit from fuel canisters without flame arrestors or without some other mechanism to eliminate the risk of flame-jetting and/or explosion.

95. At all times relevant, Defendants knew, or reasonably should have known, that one of its recommended fuels—Isopropyl alcohol—is typically sold in containers that do not have flame arrestors, increasing the risk of flame-jetting and/or explosion.

96. At all times relevant, Defendants knew, or reasonably should have known, that designing, manufacturing, selling, distributing, and/or supplying a tabletop fire pit, including the Fire Pit, without some mechanism to eliminate the risk of flame-jetting and/or explosion is dangerous and can lead to flame-jetting, burning bystanders and users. Despite this knowledge, Defendants did nothing to alter the design of its tabletop fire pits, including the Fire Pit, to make them safer to users and bystanders, including Plaintiff, Anna Thauberger, and Matthew Carrell, and in fact recommended using Isopropyl alcohol as fuel, despite that most Isopropyl alcohol containers do not have a flame arrestor.

97. At all times relevant, Defendants knew, or reasonably should have known, that the Fire Pit is prone to cracking, causing fuel to dangerously leak or seep out of the Fire Pit and risking a widespread fire that could severely injure users and/or bystanders, including Plaintiff.

98. The Fire Pit had one or more poorly designed components that created an unreasonable risk of harm that was unknown and could not have been known by users and bystanders, including Plaintiff, including but not limited to:

- a. The Fire Pit was designed with an unsafe combustion source;
- b. The Fire Pit was designed without safety features to prevent against flame-jetting or explosions during re-fueling;
- c. The Fire Pit was designed as “smokeless” and “odorless,” which causes a reasonable user to be unaware that the fire is still burning and increases the risk that a reasonable user will re-fuel in unsafe conditions;
- d. The Fire Pit was designed in a manner that is prone to cracking, allowing flames to dangerously escape the Fire Pit;
- e. The Fire Pit was designed to be used with Isopropyl alcohol;
- f. The Fire Pit was designed to be used with alcohol that is sold without flame arrestors or other defensive mechanisms; and
- g. The Fire Pit was designed without a flame arrestor or a refueling canister that contained a flame arrestor.

99. The Fire Pit was defectively designed, and as a result Defendants introduced a defective product into the stream of commerce that ultimately injured Plaintiff in the following ways:

- a. It contained one or more conditions that rendered it unreasonably dangerous to users and persons in the vicinity of the Fire Pit as described above, including Plaintiff;
- b. It was not reasonably suited for its intended use of providing a safe fire;
- c. It did not perform as safely as an ordinary consumer, including Anna Thauberger, would expect when used as intended and/or used in a manner reasonably foreseeable by the manufacturer;
- d. It was not merchantable;
- e. It was prone to cracking and/or leaking; and
- f. The risk of danger in its design outweighed the benefits.

100. Anna Thauberger and Matthew Carrell received the Fire Pit as expected and without substantial change affecting the unreasonably dangerous conditions of the Fire Pit.

101. The Fire Pit was unreasonably dangerous and defectively dangerous at the time the product left Defendants' control, and was, at all times material, used in a reasonably foreseeable manner and for its intended use.

102. The Fire Pit was unreasonably dangerous because Defendants intended the Fire Pit to be safe to refuel and had the Fire Pit been as safe as Defendants intended, flame-jetting would not have occurred.

103. The Fire Pit's design defect was the direct and proximate cause of Plaintiff's injuries—i.e., the design defect caused Plaintiff to be a victim of flame-jetting and/or an explosion due to leaked fuel and caused her severe burns and injuries.

104. As a direct and proximate result of the tortious conduct described herein, Plaintiff seeks to recover the damages identified below.

COUNT V
STRICT LIABILITY – MANUFACTURING DEFECT
(Against Defendants Gusar and Amazon)

105. Plaintiff incorporates Paragraphs 1–39 as if fully set out herein.

106. Defendants Gusar, as the designer, manufacturer, seller, distributor, and/or supplier of the Fire Pit, owed a duty to foreseeable users and bystanders, including Plaintiff, to manufacture reasonably safe tabletop fire pits, including the Fire Pit.

107. Defendant Amazon, as the seller, distributor, and/or supplier of the Fire Pit, owed a duty to foreseeable users and bystanders, including Plaintiff, to sell, distribute, and/or supply safe and reasonably manufactured tabletop fire pits, including the Fire Pit.

108. At all times relevant, Defendants knew, or reasonably should have known, of the Fire Pit's risks and dangers of overheating, flame jetting, and other instances of injury caused by ignited fuel.

109. At all times relevant, Defendants knew, or reasonably should have known, that the Fire Pit is prone to cracking, causing fuel to dangerously leak or seep out of the Fire Pit and risking a widespread fire that could severely injure users and/or bystanders, including Plaintiff.

110. The Fire Pit contained a manufacturing defect when it left Defendants' possession, and thus Defendants introduced a defective product into the stream of commerce that ultimately injured Plaintiff. The Fire Pit differed from Defendants' intended design and/or from other ostensibly identical units of the same product line.

111. Upon information and belief, the Fire Pit that caused Plaintiff's injuries varied from its intended specifications in one or more of, but not limited to, the following ways:

- a. The Fire Pit was manufactured, sold, distributed, and supplied with one or more cracks;
- b. The Fire Pit was manufactured, sold, distributed, and supplied with subpar material that is prone to cracking or leaking;
- c. The Fire Pit was manufactured, sold, distributed, and supplied without a safety inspection or testing; and
- d. The Fire Pit was manufactured, sold, distributed, and supplied in a condition which prohibited Plaintiff, Anna Thauberger, and Matthew Carrell from seeing and/or appreciating that the fire had not been completely extinguished.

112. Defendants' Fire Pit was defectively manufactured because:

- a. The Fire Pit was in a condition unreasonably dangerous to users and persons in the vicinity of the Fire Pit, including Plaintiff;
- b. The Fire Pit was expected to and did reach the user or consumer without substantial change affecting that condition; and
- c. The Fire Pit was different from its intended design and failed to perform as safely as the design would have performed.

113. The Fire Pit was unreasonably dangerous because Defendants intended the Fire Pit to be safe to refuel and had the Fire Pit been as safe as Defendants intended, flame-jetting would not have occurred.

114. At all times relevant to this action, Plaintiff, Anna Thauberger and Matthew Carrell used the Fire Pit in its intended manner and for its intended purpose and in a manner that was reasonably foreseeable to Defendants.

115. The Fire Pit's manufacturing defect was the direct and proximate cause of Plaintiff's injuries—i.e., the manufacturing defect caused Plaintiff to be a victim of flame-jetting and/or an explosion due to leaked fuel and caused her severe burns and injuries.

116. As a direct and proximate result of the tortious conduct described herein, Plaintiff seeks to recover the damages identified below.

COUNT VI
STRICT LIABILITY – FAILURE TO WARN
(Against Defendants Gusar and Amazon)

117. Plaintiff incorporates Paragraphs 1–39 as if fully set out herein.

118. Defendants Gusar, as the designer, manufacturer, seller, distributor, and/or supplier of the Fire Pit, owed a duty to foreseeable users and bystanders, including Plaintiff, to warn about the dangers of the Fire Pit, because Defendants either knew, or should have known, of these risks at the time it designed, manufactured, marketed, distributed, supplied, and/or sold the Fire Pit.

119. Defendant Amazon, as the seller, distributor, and/or supplier of the Fire Pit, owed a duty to foreseeable users and bystanders, including Plaintiff, to warn about the dangers of the Fire Pit, because Defendant either knew, or should have known, of these risks at the time it marketed, distributed, supplied, and/or sold the Fire Pit.

120. Defendants' duty to warn is part of its general duty to design, manufacture, market, distribute, supply, and sell products that are reasonably safe for their foreseeable uses.

121. At all times relevant, Defendants knew, or reasonably should have known, of the Fire Pit’s risks and dangers of overheating, flame jetting, and other instances of injury caused by ignited fuel.

122. At all times relevant, Defendants knew, or reasonably should have known, that users refuel its tabletop fire pits, including the Fire Pit, once it appears the fire has dissipated but when the fire may not be completely extinguished. This scenario greatly increases the risk of flame-jetting if the fire pit is refueled at that time.

123. At all times relevant, Defendants knew, or reasonably should have known, that a “smokeless” and “odorless” Fire Pit causes a reasonable user to be unaware that the fire is still burning and increases the risk that a reasonable user will re-fuel in unsafe conditions, which, in turn, increases the risk of flame-jetting and/or explosion.

124. At all times relevant, Defendants knew, or reasonably should have known, of the dangers of refueling a fire pit from fuel canisters without flame arrestors or without some other mechanism to eliminate the risk of flame-jetting and/or explosion.

125. At all times relevant, Defendants knew, or reasonably should have known, that one of its recommended fuels—Isopropyl alcohol—is typically sold in containers that do not have flame arrestors, increasing the risk of flame-jetting and/or explosion. Defendants failed to warn consumers, including the Plaintiff, that it was extremely dangerous to utilize Isopropyl alcohol as a refueling source without a flame arrestor.

126. At all times relevant, Defendants knew, or reasonably should have known, that designing, manufacturing, selling, distributing, and/or supplying a tabletop fire pit, including the Fire Pit, without some mechanism to eliminate the risk of flame-jetting and/or explosion is dangerous and can lead to flame-jetting, burning bystanders and users.

127. At all times relevant, Defendants knew, or reasonably should have known, that the Fire Pit is prone to cracking, causing fuel to dangerously leak or seep out of the Fire Pit and risking a widespread fire that could severely injure users and bystanders, including Plaintiff.

128. In designing, manufacturing, marketing, selling, distributing, and/or supplying the Fire Pit, Defendants had a duty to adequately warn of the foreseeable risks of harm posed by the Fire Pit, including but not limited to:

- a. the increased risk of flame-jetting when refueling the Fire Pit;
- b. what flame-jetting is;
- c. that flame-jetting can cause serious burns and even death to those in the vicinity of the Fire Pit;
- d. how flame-jetting can occur when refueling the Fire Pit, which is designed to be
 - i. smokeless and odorless; and
 - ii. used with Isopropyl alcohol, which can produce an invisible flame, making it difficult to determine when a fire is extinguished, and is most often sold in containers without a flame arrestor;
- e. the need to utilize a flame arrestor on any canister containing fuel, including specifically Isopropyl alcohol; and
- f. that the Fire Pit is prone to cracking, causing fuel to dangerously leak or seep out of the Fire Pit and risking a widespread fire that could severely injure users and/or bystanders.

129. Despite this duty, Defendants failed to adequately warn of the risks posed by the Fire Pit, making the product unreasonably dangerous, by:

- a. Choosing not to warn of the foreseeable risks of harm from the Fire Pit, as set forth in the preceding paragraph; and
- b. Choosing not to provide adequate instructions or warnings with the Fire Pit to reduce or avoid those risks, such as by instructing or warning that only fuel in containers with flame arrestors should be used with the Fire Pit and

that because Isopropyl alcohol produces flames that may not be readily visible, it is hard or impossible to see if a flame is fully extinguished.

130. The User Instruction Card that accompanied the Fire Pit recommended using Isopropyl alcohol, did not warn of the risk of flame-jetting when refueling the Fire Pit, did not describe or define flame-jetting, did not instruct that only fuel in containers with flame arrestors should be used with the Fire Pit to prevent flame jetting, did not warn that it is hard or impossible to see if a flame is fully extinguished when Isopropyl alcohol is used because Isopropyl alcohol produces flames that may not be readily visible, and did not describe the serious injuries that can occur from flame-jetting.

131. Neither did the User Instruction Card adequately warn of the fire risk due to cracks in the Fire Pit, which causes the fuel to dangerously leak or seep out of the Fire Pit and risks a widespread fire that could severely injure users and bystanders, including Plaintiff.

132. Had Plaintiff, Anna Thauberger, and Matthew Carrell known of the extreme risks, they would not have taken the same action they did the night Plaintiff was burned. In other words, had Defendants provided adequate instructions or warnings regarding the foreseeable risks of harm (including, but not limited to, the risk of flame-jetting and/or explosion) associated with refueling the Fire Pit or being in the vicinity of the Fire Pit while it was being refueled or the risk of harm due to cracking, the harm to Plaintiff could have been reduced or avoided.

133. The Fire Pit was defective because it was unreasonably and defectively dangerous at the time the product left Defendants' control due to inadequate warnings, labeling, and/or instructions accompanying the Fire Pit, and was, at all times material, used in a foreseeable manner.

134. At all times relevant to this action, Plaintiff, Anna Thauberger, and Matthew Carrell used the Fire Pit in its intended manner and for its intended purpose and in a manner that was reasonably foreseeable to Defendants.

135. Defendants' failure to adequately warn the public and purchasers about the foreseeable risks associated with the Fire Pit directly and proximately caused Plaintiff's severe burns and injuries.

136. As a direct and proximate result of the tortious conduct described herein, Plaintiff seeks to recover the damages identified below.

DAMAGES

137. As to each and every count in this Complaint, and as a direct and proximate result of the above-described negligence, the Plaintiff is entitled to recover the following damages, in the past and in the future and demands judgment against each Defendant and every one of them jointly, individually, and severally, for damages including, but not limited to:

- a. past and future pain, suffering, and mental anguish;
- b. past and future medical expenses and bills;
- c. past loss of earnings and future loss of earning capacity;
- d. past and future anxiety, hysteria, or phobias which have developed into a reasonable and traumatic fear of an increased risk of injury;
- e. significant and permanent scarring or disfigurement;
- f. costs; and
- g. any other relief to which she may be legally or equitably entitled.

Wherefore, Plaintiff demands judgment for damages and costs against Defendants Gusar, LLC and Amazon.com, Inc.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury on all issues.

Dated: February 21, 2025

Respectfully submitted,

RATZAN WEISSMAN & BOLDT

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MARIO R. GIOMMONI

Florida Bar No.: 97925

Attorneys for Plaintiff

EXHIBIT A

https://colsenfirepits.com/

Go

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About this capture

147 captures

20 Nov 2020 - 11 Feb 2025



Free Shipping for orders within the US with code "FREESHIPPING"

HOME SHOP TRACK ORDER



Relax. Stay Warm. Chill.

#1 Indoor Fire Pit Since 19'

Shop Now

A modern touch to your home

Illuminate any room with a warm and relaxing glow



Indoor & Outdoor

Use it anywhere! Our indoor fire pits are designed to work in any environment, making them suitable for any home.



High Quality

Made in the USA from high-quality, high temperature resistant concrete. Materials allow for our products to last forever!



Smokeless & Odorless

Produces barely any smoke and zero odor. Our fire pits are design to eliminate smoke & odor almost completely.



Lightweight & Portable



Child Approved



Easy to Light & Extinguish


Our fire pits have been created to be as lightweight & small as possible, allowing for them to be transported quite easily!

Safe around anyone. (adults & children). To light, even make some S'mores and turn it off after. Follow our guidelines for 100% safety.


Their designs makes them very easy to light with Isopropyl alcohol and a kitchen lighter and to turn off with the item provided.

Our Best Sellers





Round Fire Pit
\$74.96 ~~\$148.96~~ ON SALE



Rectangular Fire Pit
\$199.96 ~~\$399.96~~ ON SALE

SHOP ALL

Newswatch Television



Easy to use

Easy to light and extinguish. No better way to spend time with family and friends than sitting around a real fire.



Clean Burning Fuel (No Toxins)

Our Fire Pit was designed to use Only



Long Lasting

The flame lasts approximately 40-50+



No mess or clean-up

A perfect and safe accessory to make

70%, 91% Iso-propyl alcohol as fuel. Isopropyl alcohol is an affordable fuel that will only produce water vapor and carbon dioxide when burned, no toxins will be generated while burning.

minutes (Depending on room temperature and climate). Please remember not to ever pour/refill fuel onto open fire or when burner/fire pit is not cool to touch...

indoor S'mores, use it on your cheese board and much more. Designed to produce nothing but water vapor and carbon dioxide, being able to clean it with nothing more than a kitchen towel.

MADE IN USA

- Worldwide Shipping
- Free Shipping Within USA
- Express Delivery
- Free Returns

PREMIUM SUPPORT



LIGHTING, WARMTH & ROMANCE

Our portable tabletop Fire Pit fueled by smokeless & odorless rubbing alcohol, can be used indoor or outdoor. This Fire Pit will make any space the place to be.

It is light and easy to transport so you can move it anywhere. You could use our small fire pit to add warmth and ambience to your desk, side table in your living room, centerpiece for your main dining table, or anywhere outdoors.



THE COLSEN GUARANTEE

We're confident we design and sell the **#1 indoor fire pit** in the market, and we want you to share our confidence! That's why we back every sale with a **30-day money back guarantee**.

If you don't like the product, if it just doesn't work for you, return it. **Within 30 days** of receipt. products purchased from us may be returned for any

reason.

Quick links

HOW TO USE

INSTRUCTIONS

TERMS OF SERVICE

RETURNS & EXCHANGES

WHOLESALE

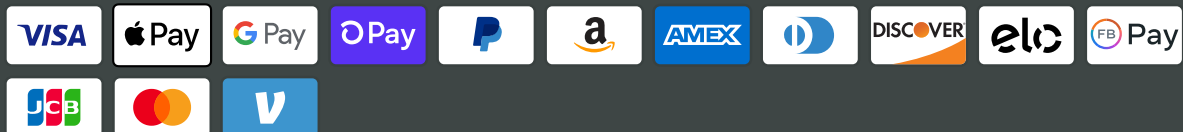
ALCOHOL AS A FUEL SOURCE

CONTACT US

Contact us!

✉ info@colsenfirepits.com

Accepted Payments:



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United States (USD \$) ▾



EXHIBIT B

https://colsenfirepits.com/pages/alcohol-as-a-fuel-source-v02

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28 Jul 2021 - 30 Aug 2024

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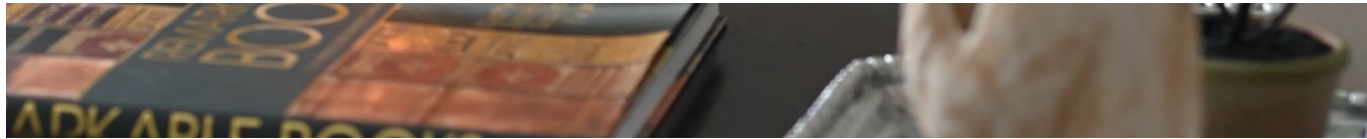


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Alcohol as a Fuel Source





Pure forms of alcohol, such as denatured alcohol, may be used indoors with adequate ventilation. However, some forms may be toxic and need more ventilation due to toxins produced from combustion. The following forms of alcohol are good candidates for use as a fuel source.

Isopropyl alcohol (rubbing alcohol) is an acceptable cooking fuel. It may be purchased in 70 percent, 91 percent, and 99 percent strengths. The higher the percentage of alcohol, the better the alcohol will burn. Isopropyl alcohol produces a yellow flame and does not burn as cleanly as denatured alcohol or ethanol.

Denatured alcohol is often recommended by manufacturers of alcohol stoves. It can be purchased online or in hardware stores in the paint section.

Ethanol or ethyl is about 95 percent alcohol and is a fantastic fuel for burning indoors. It burns so cleanly that the flame is blue or nearly invisible.

Remember that any flame can produce carbon monoxide. Although alcohol is one of the safest fuels to burn indoors, proper ventilation is required to ensure adequate oxygen is available for complete combustion to prevent carbon monoxide from building up. Be sure to keep a working carbon monoxide detector with a digital readout nearby when burning anything!

Alcohol is a great storage fuel and has an indefinite shelf life if stored in a tightly sealed container. Alcohol will evaporate quickly if left open and lose potency. Alcohol has a low flash point, which means that it catches on fire very quickly. Alcohol burns about half as hot as some other fuels but is a great choice for cooking indoors. It is extremely flammable, but not explosive.

Source: theprovidentprepper.org

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Quick links

Contact us!

HOW TO USE

✉ info@colsenfirepits.com

INSTRUCTIONS

TERMS OF SERVICE

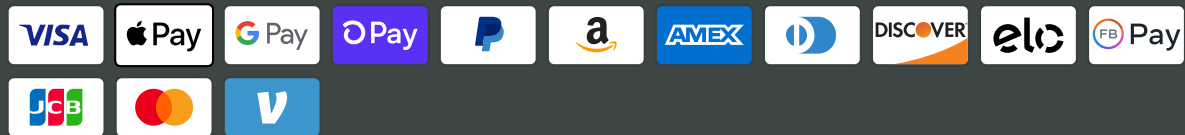
RETURNS & EXCHANGES

WHOLESALE

ALCOHOL AS A FUEL SOURCE

CONTACT US

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Accepted Payments:



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EXHIBIT C



United States
CONSUMER PRODUCT SAFETY COMMISSION

CPSC Requires Lifesaving Flame Mitigation Devices on Gas Cans and Other Portable Fuel Containers

Release Date: January 17, 2023

WASHINGTON, D.C. –The U.S. Consumer Product Safety Commission (CPSC) is making gas cans and other fuel containers safer by requiring flame mitigation devices.

[The new mandatory safety standard](#) will go into effect in July 2023. Congress required the agency to put rules into place to protect consumers under the Portable Fuel Container Safety Act (PFCSA) of 2020.

Each year, thousands of people go to emergency departments with burn injuries related to flammable liquids. Many burn incidents involve liquid fuel used on a backyard fire pit, a campfire, a bonfire or burning trash. Vapors from these liquids are invisible and dangerous.

Flame mitigation devices, such as flame arrestors, protect against flame jetting and container rupturing. Flame jetting is a phenomenon where an external ignition source – such as an open flame – causes a sudden ignition of fuel within a container and forcefully expels burning vapor and liquid from the mouth of the container, resulting in a blowtorch-like effect. Container rupturing is like flame jetting, except the burning vapor and liquid are expelled through a rupture in the container.

Flame mitigation devices will be required on new gas cans and other containers that are sold empty, such as for kerosene and diesel, and on new containers that are sold pre-filled with fuels such as charcoal lighter fluid, liquid fireplace fuels and pre-mixed gasoline and engine fuel. Most fuel containers already have the safety device.

By a 4-0 vote, the CPSC made mandatory three existing voluntary standards:

- ASTM F3326-21, *Standard Specification for Flame Mitigation Devices on Portable Fuel Containers*;
- ANSI/CAN/UL/ULC 30:2022, *Standard for Safety Metallic and Nonmetallic Safety Cans for Flammable and Combustible Liquids and*;
- ASTM F3429/F3429M-20, *Standard Specification for Performance of Flame Mitigation Devices Installed in Disposable and Pre-Filled Flammable Liquid Containers*.

In December 2022, the Commission also voted to update [child resistance requirements for closures on portable gas cans](#), and diesel and kerosene containers. These requirements became effective on December 22, 2022. The revisions update the existing standard to reflect current gasoline container designs, remove ambiguities in the child test requirements, and create an adult test that reflects usage patterns. The revisions also apply requirements to aftermarket products such as pour spouts.

Release Number
23-092

About the U.S. CPSC

The U.S. Consumer Product Safety Commission (CPSC) is charged with protecting the public from unreasonable risk of injury associated with the use of thousands of types of consumer products. Deaths, injuries, and property damage from consumer product-related incidents cost the nation more than \$1 trillion annually. Since the CPSC was established more than 50 years ago, it has worked to ensure the safety of consumer products, which has contributed to a decline in injuries associated with these products.

Federal law prohibits any person from selling products subject to a Commission ordered recall or a voluntary recall undertaken in consultation with the CPSC.

For lifesaving information:

- Visit [CPSC.gov](https://www.cpsc.gov).
- Sign up to receive our [email alerts](#).
- Follow us on [Facebook](#), Instagram [@USCPSC](#) and Twitter [@USCPSC](#).
- Report a dangerous product or a product-related injury on www.SaferProducts.gov.

- Call CPSC’s Hotline at 800-638-2772 (TTY 800-638-8270).
- Contact a [media specialist](#).

Media Contact

Please use the below phone number for all media requests.

Phone: (301) 504-7908

Spanish: (301) 504-7800

[View CPSC contacts for specific areas of expertise](#)

EXHIBIT D

Information update

Health Canada warns Canadians of health and safety risks of certain containers of pourable alcohol-based fuels and certain firepots that use pourable fuels

Starting date:	October 9, 2019
Type of communication:	Information Update
Subcategory:	Household Items, Outdoor Living
Source of recall:	Health Canada
Issue:	Product Safety, Fire Hazard, Flammability Hazard, Important Safety Information, Improper Safety Mechanisms
Audience:	General Public
Identification number:	RA-71249

Last updated: 2019-10-09

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- [Media enquiries](#)
 - [Public enquiries](#)
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Issue

Health Canada is informing consumers of the serious fire and burn risks associated with flame jetting occurrences that may result from the use of certain containers of pourable alcohol-based fuels and certain firepots that use those fuels. These products should not be used in the absence of important safety features, such as those outlined below.

Firepots (also referred to as fireburners, portable fireplaces, firebowls, patio burners, flamepots, firelights or table top fire pits) are portable, decorative lighting accents that support open flame burning. Firepots may be marketed for indoor and/or outdoor use. They are generally made of a ceramic or other heat-resistant material, have an open fuel reservoir that holds the alcohol-based fuel, and may also include a snuff tool to extinguish the flame.

Based on incident reports received by Health Canada, flame jetting may occur when refuelling a lit firepot, which can result in burn injuries ranging from minor to fatal. A flame jetting incident occurs very quickly when fuel is poured into a firepot that is still burning or hot. The flame or hot firepot ignites the fuel vapours around the pouring fuel stream and the flame then travels up the fuel stream and into the fuel container. This can result in a burst of flaming fuel being violently expelled out of the container onto the user and nearby people or objects.

A flame jetting occurrence is unexpected and occurs in a fraction of a second, making it impossible for the user and/or bystanders to react quickly enough to move away from a flame jet. Flame jetting incidents often involve multiple victims and, in Canada, have resulted in fatalities and very serious injuries.

What you should do

Never pour fuel over a flame. Some fuels will burn in a way that flames may be difficult to see, especially when a low amount of fuel is left in the firepot.

Be certain that the flame is out by using a snuffer or similar tool to extinguish the flame.

Be certain that the firepot has cooled completely before refuelling.

Do not use pourable fuel containers without a flame arrestor. A flame arrestor resembles a screen that is built into the container opening. It allows liquid to flow out and reduces the chance that a flame can travel into the container and cause a flame jetting occurrence.

Non-refillable fuel canisters are a safer alternative to pourable fuels.

Other safety considerations for firepots and pourable fuels:

- Use firepots on level ground or on a stable, level surface, at a safe distance from people and flammable items.
- Keep pourable fuels tightly capped when not refuelling and away from any flames or other objects that can create a spark.

What Health Canada is doing

Health Canada has distributed a Notice to Stakeholders informing them of Health Canada's determination that certain containers of pourable alcohol-based fuels and certain firepots that use pourable fuels pose a danger to human health or safety under the *Canada Consumer Product Safety Act*. Consequently, Health Canada is asking that industry stop selling these products of concern.

Health Canada has been collaborating with the United States Consumer Product Safety Commission and other stakeholders in the development of two ASTM International safety standards to address the flame jetting hazard. A safety standard related to firepots was published in February 2019 (ASTM F3363–19, [Standard Specification for Unvented Liquid/Gel Fuel-Burning Portable Devices](#)). Another safety standard related to flame mitigation devices (flame arrestors) on disposable fuel containers is currently being developed (ASTM WK60590 – [New Specification for Flame Mitigation Devices on Disposable Fuel Containers](#)).

Report health and safety concerns

Consumers should check the Government of Canada’s Recalls and Safety Alerts website regularly for any [recalled products](#) and to [report any consumer product-related health or safety concerns](#).

For more information

[Portable fireplaces, firepots and pourable fuels](#)

Media enquiries

Health Canada

(613) 957-2983

Public enquiries

(613) 957-2991

1-866 225-0709

Date modified:

2019-10-09

EXHIBIT E

Public advisory

Health Canada warns against using rubbing alcohol products to fuel firepots – this can result in serious burn injuries

Last updated: 2023-12-21

Summary

Product: Portable firepots, also known as firebowls, flamepots, or tabletop firepits, are decorative lighting accents that support an open flame by burning liquid or gel fuels.

Issue: Consumer products - Burn hazard
Consumer products - Fire hazard
Consumer products - Flammability hazard
Consumer products - Injury hazard

What to do: Never fuel firepots with rubbing alcohol or other flammable liquids from a container that does not have a flame arrestor to help prevent the spread of flames.

Issue

Certain firepot manufacturers recommend the use of rubbing alcohol products as a fuel for firepots, which has led to two incidents of severe burn injuries in Canada.

Health Canada is warning people not to fuel firepots with rubbing alcohol products (i.e., solutions of isopropyl alcohol or ethanol), even if instructions suggest it. This is a dangerous practice that can lead to serious fire and burn risks.

Rubbing alcohol products are typically sold for antiseptic purposes and are not intended to be used with firepots. It is dangerous to use rubbing alcohol products as a fuel source for firepots because rubbing alcohol containers typically do not have a flame arrestor. Other containers of flammable liquids without a flame arrestor should also never be used for fueling a firepot. A flame arrestor looks like a screen that is built into the container opening and is a device that lowers the chances of flame jetting.

Flame jetting is when a fireball bursts from a container of fuel which can cause serious injuries, even death. This happens very quickly when a flammable liquid, from a container without a flame arrestor, is poured into a firepot that is still burning or hot. The flame can travel up the stream of the fuel and into the container. This can lead to a burst of flaming fuel jetting out of the container. The resulting flame jet poses a serious fire and burn risk to the user and anyone nearby. Health Canada advises consumers to only use a fuel container with a flame arrestor or to choose a non-refillable gel fuel canister as a safer alternative for fueling firepots.

What you should do

- If using a portable firepot that requires liquid fuel to refuel:
 - Do not use rubbing alcohol, or any other flammable liquid in a container that does not have a flame arrestor. A flame arrestor looks like a screen that is built into the container opening. (see photo below for examples)



- Other safety tips for portable firepots:
 - Never pour a flammable liquid over a flame. Alcohol-based liquids will burn in a way that makes flames difficult to see, especially when a low amount of the liquid is left in the firepot.
 - Use a snuffer, or something similar, to be sure the fire is out. Make sure the firepot has cooled before refueling.
 - Use firepots on level ground or on a stable, level surface at a safe distance from people and flammable items.
 - Keep pourable fuels tightly capped when not refuelling and away from flames or other objects that can create a spark.
 - Non-refillable gel fuel canisters are a safer alternative to pourable fuels.

Related links

- [Alert: Health Canada warns Canadians of health and safety risks of certain containers of pourable alcohol-based fuels and certain firepots that use pourable fuels](#)
- [Portable fireplaces, firepots, fondue pots and pourable fuels safety: the risk of flame jetting](#)

Additional information

- ▶ What is being done
- ▶ Details
- ▶ Media and public enquiries

Get notified

Receive notifications for new and updated recalls and alerts by category.

Date modified:

2023-12-21

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) [Click here for: Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): _____

Brief description of cause: _____

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

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_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____ .

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Server's address

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